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AGREEMENT BETWEEN
THE HILLSBOROUGH PRINCIPALS' ASSOCIATION
AND
THE BOARD OF EDUCATION
OF THE
TOWNSHIP OF HILLSBOROUGH

JULY 1, 1991 - JUNE 30, 1994

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PREAMBLE

THIS AGREEMENT entered into this 25th day of February, 1991, by and between the HILLSBOROUGH PRINCIPALS' ASSOCIATION, hereinafter called this "Association": - and - THE BOARD OF EDUCATION OF THE TOWNSHIP OF HILLSBOROUGH, Somerset County, New Jersey, hereinafter called this "Board" to be effective as of July 1, 1991 and to continue in effect until June 30, 1994 or until such time a successor agreement is ratified.

References to males shall also include females.

ARTICLE I

RECOGNITION

In accordance with Chapter 123, Public Laws of 1974, the Hillsborough Board of Education hereby recognized the Hillsborough Principals' Association as the exclusive representative for collective negotiations concerning grievances and the terms and conditions of employment for all administrative personnel listed below whether under contract, on leave, or on a per diem basis, employed or to be employed by the Board.

Titles of members of the Hillsborough Principals' Association are included below:

Director of Guidance
High School Principal
High School Vice Principal
Middle School Principal
Middle School Vice Principals
Elementary Principals

ARTICLE II

NEGOTIATIONS PROCEDURE

The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by and pursuant to the applicable provisions of the laws of the State of New Jersey.

ARTICLE III

GRIEVANCE PROCEDURE

a. Definitions.

A "grievance" shall mean a claim by an employee (recognition list) that there has been a misinterpretation, misapplication, or violation of this agreement.

The term "employee" shall mean any individual from the recognition list receiving compensation from the Board but shall not include the Superintendent.

The term "representative" shall include the Hillsborough Principals' Association or any person designated by the Hillsborough Principals' Association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "Party" means an aggrieved employee, his immediate superior, the school principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

b. Purpose.

1. The purpose of the grievance procedure is to secure at the lowest possible level an equitable and just solution to problems which may arise from time to time affecting the terms and conditions of employment.

2. The intent is also to secure uniform and appropriate methods of resolving disputes and problems in a consistent manner. Therefore, this grievance procedure will be the sole method to formally resolve such dispute and the final outcome of this procedure will become the official interpretation and understanding among the Board, Superintendent and the Association.

c. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of, or within fifteen (15) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) day period, shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. An employee shall first discuss his grievance orally with his immediate superior. In the case of principal, the term "immediate superior" shall be the Superintendent or in his absence, a person designated by the Board. A decision shall be rendered, in writing, within five (5) days of said hearing.

5. If the grievance is not resolved to the employee's satisfaction within five (5) days from the determination referred to in Paragraph 4 above, the employee shall submit his grievance to the Superintendent of Schools, in writing, specifying:

- (a). The nature of the grievance;
- (b). The results of the previous discussion;
- (c). The basis of his dissatisfaction with the determination.

6. Within five (5) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

7. Within five (5) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, or his determination.

8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 6 and 7, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party - the dissatisfied party within ten (10) days of the determination by him, may appeal to the Board of Education.

9. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs 5 and 7, and further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent..

10. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

11. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

12. Said Grievance Procedure pertains only to those employees listed in Article I, Recognition.

ARTICLE IV

INSURANCE PROGRAMS

The Board of Education shall provide for the members of the Hillsborough Principals' Association all health-care insurance coverage provided for teachers at no cost to the members of the Association. In addition, the Board will continue to pay the annual premium for dental insurance for retired HPA members. This coverage shall continue in effect, until this agreement is replaced by a successor agreement mutually agreed to, by the Board and the Association.

ARTICLE V.

VACATION POLICY

Each present member of the Association is entitled to twenty-two (22) days vacation during the summer. In addition, vacation days will be granted during the school year when scheduled in the official school calendar. It is, however, understood that should the needs of the district require, any member or members of the Association will be available for work during the normal Christmas and Easter recesses.

Vacations of future members of the Association shall be granted in accordance with Board policy.

ARTICLE VI.

SICK LEAVE

Administrators shall be granted fourteen (14) accruable sick days per contract year. Any unused sick leave shall be cumulative from year to year, and each Association member shall receive an annual accounting of days accrued.

Arrangements of additional sick leave in cases of emergencies may be made if recommended by the Superintendent and authorized by the Board of Education.

ARTICLE VII.

BENEFITS

Hillsborough Principals' Association members shall receive no less benefits than employees they supervise.

ARTICLE VIII.

ADMINISTRATORS RIGHTS AND BENEFITS

(a) No administrator shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause.

(b) Non-tenured administrators shall be evaluated at least three times per year by the Superintendent. Tenured administrators shall be evaluated at least once per year by the Superintendent. An appropriate evaluation form shall be developed in accordance with State of New Jersey recommendations for evaluation of tenured and non-tenured personnel. All such evaluations shall be made, in writing, followed within five (5) days by a conference with the administrator and an opportunity to disagree or concur with its content verbally and in writing. Non-tenured administrators shall be notified, in writing, as to any reasons for non-renewal. All such correspondence shall become part of the administrators personnel file.

(c) All other administrators shall be evaluated by their immediate superior in accordance with the procedure outlined above. An appropriate evaluation form and procedure shall be designed in accordance with State of New Jersey recommendations for evaluation of tenured and non-tenured personnel.

(d) All personnel represented by the Association shall be permitted an opportunity to place written communications in such file in response to material placed in the file. Nothing shall be placed in such personnel without his immediate knowledge and he shall have the right to appeal the inclusion of any item directly to the Board.

Board shall schedule a hearing with the employee and proceed beginning with Article 3 - Paragraph of this grievance procedure to its conclusion.

(e) Prior notice to appear before the Board or any committee or member concerning any matter which could adversely affect the continuation of that administrator in his office, position or employment or the salary or any increments pertaining thereto, shall be given in writing and shall include the reasons for such meeting or interview.

(f) An administrator shall be entitled to right of counsel and/or representation of the Association to advise him and represent him at any meeting or interview with the Superintendent, Board of Committee of Board members thereof which might adversely affect his employment status.

ARTICLE IX.

DEDUCTION OF DUES

Pursuant to the provisions of Chapter 310 of the Laws of 1967 (R.S. 52:14-15.9e) as amended by Chapter 233 of the Laws of 1969, whenever any employee shall indicate in writing to the Board his desire to have deductions made from his compensation for the purpose of paying the employee's dues to the Association, said dues shall be deducted as requested by such employees and monies so deducted shall be transmitted to the Association designated by the employee in such request.

ARTICLE X.

PAYMENT OF PROFESSIONAL DUES

The Board shall authorize, upon recommendation of the Superintendent, 100% reimbursement with a maximum of \$250 per administrator, for payment of professional dues in organizations that provide specific information and services which enable the administrator to keep abreast of current research in the administrator's areas of specialization.

ARTICLE XI.

PHYSICAL EXAMINATIONS

Each administrator shall be reimbursed up to \$150 for a complete physical examination conducted by the physician of the administrator's own choice, subject to the limitations listed:

- (a) one physical examination per year for each administrator who is 50 years of age or older;
- (b) for the remainder of the H.P.A. members, a rotating schedule shall be set up to allow for three individual complete physicals per year;
- (c) a full report of each physical examination, including all test results, shall be made to the Board's medical examiner. This report shall not be made available to Board members.

ARTICLE XII.

MISCELLANEOUS

(a) The negotiated agreement between the Board and Association will be printed and distributed at the Board and Association expense as soon as possible.

(b) Should this agreement conclude prior to the completion of a succeeding agreement, the provisions herein shall be continued until the acceptance of such contract officially by both parties.

(c) Nothing herein shall be changed, altered, or deleted without mutual consent of the Board and Association, in writing.

ARTICLE XIII.

SALARY

Adjustments be added to the salaries of Kenneth Shulack, Robert DelPrete, William Lyons, and Jane Benner in the years of this agreement as listed below:

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Kenneth Shulack	\$ 600	\$ 600	-
Robert DelPrete	\$1,000	\$1,000	\$ 400
William Lyons	\$ 400	\$ 400	-
Jane Benner	\$ 400	\$ 400	-

All salaries and adjusted salaries in the current collective bargaining agreement shall be increased by 7%, 7%, and 5½% respectively, for the first, second and third years of this agreement.

SIDE-BAR AGREEMENT

The following items have been agreed to by the Hillsborough Township Board of Education and the Hillsborough Principals' Association as a side-bar agreement and shall not be grievable by the Association and shall be in effect from July 1, 1991 through June 30, 1994.

1. SABBATICAL LEAVE: A sabbatical leave may be granted by the Board upon recommendation of the Superintendent to no more than one administrator per year. Such sabbatical leave, if granted, shall be subject to the conditions as specified in the Agreement between the Hillsborough Education Association and the Board of Education, effective July 1, 1991 - June 30, 1994. Provisions for such leave for administrators shall remain in effect through June 30, 1994, as long as the sabbatical leave is included in the negotiated agreement with the Hillsborough Education Association.

2. CONVENTION EXPENSES: One elementary principal, one middle school administrator, and one high school administrator shall each have the opportunity to attend one national or state convention appropriate to his/her area of responsibility. Authorization for attendance at such convention may be granted at the discretion of the Superintendent.

3. REIMBURSEMENT FOR DAMAGE TO PERSONAL PROPERTY: The Board in its discretion shall reimburse administrators for the reasonable cost of any clothing and/or other personal property damaged or destroyed as a result of an act of vandalism or assault suffered by the administrator while in the performance of his/her duties. It is understood that such reimbursement shall be available only after all personal insurance coverage has been exhausted.

SIGNATURE PAGE

Accepted for the Association

Bennar
Anthony P. Reed

Witness

Dated 2/8/91

Accepted for the Board

[Signature]
[Signature]

Witness

Dated 2/25/91

MEMORANDUM OF UNDERSTANDING BETWEEN THE NEGOTIATING
TEAMS OF THE HILLSBOROUGH BOARD OF EDUCATION AND THE
HILLSBOROUGH PRINCIPALS ASSOCIATION

It is on this twenty-fifth day of February, 1991, agreed by and among the duly authorized representatives of the Hillsborough Board of Education (hereinafter Board) and the Hillsborough Principals Association (hereinafter HPA) that the Board and HPA shall enter into a successor collective bargaining agreement for the time period July 1, 1991 to June 30, 1994 on the following terms:

1. That all contract language unless and explicitly contained in this memorandum shall remain in full force and effect;
2. That any and all past practices in the district shall remain in full force and effect;
3. That adjustments be added to the salaries of Kenneth Shulack, Robert DelPrete, William Lyons, and Jane Benner in the years of this successor agreement as listed below:

	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
Kenneth Shulack	\$ 600	\$ 600	-
Robert DelPrete	\$1,000	\$1,000	\$ 400
William Lyons	\$ 400	\$ 400	-
Jane Benner	\$ 400	\$ 400	-

4. That all salaries and adjusted salaries in the current collective bargaining agreement shall be increased by 7%, 7%, and 5½% respectively, for the first, second and third years of this successor agreement;
5. That HPA members shall receive no less benefits than employees they supervise;
6. That this memorandum of understanding if ratified respectively by the HPA and Board constitutes the full and complete agreement between the parties and that no other agreements have been made except for those contained herein;
7. That this Memorandum of Understanding may not be changed, modified, or altered except by a written document ratified by both the HPA and Board.

Accepted for the Association

Jane Benner
Anthony P. Rao

Witness

Dated 2/8/91

Accepted for the Board

John P. Foster
Donna M. Winters

Witness

Dated 2/25/91